

EXHIBIT A

1 Edwin Aiwanian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
 Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 13 2017

BY Charlene Johnson
CHARLENE JOHNSON, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

7 ROCKY GOUKER, individually, and on
8 behalf of other members of the general public
similarly situated; RAYMOND JIMENEZ,
9 individually, and on behalf of other members
of the general public similarly situated and
10 on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs.

vs.

14 PLASTIPAK PACKAGING, INC., an unknown business entity; and DOES 1 through 100, inclusive.

Defendants.

Case No.: CIVDS170441

**CLASS ACTION COMPLAINT FOR
DAMAGES & ENFORCEMENT UNDER
THE PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE
§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
 - (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
 - (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
 - (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
 - (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
 - (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
 - (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.
 - (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

1 COME NOW, Plaintiff ROCKY GOUKER ("Plaintiff GOUKER"), individually,
2 and on behalf of other members of the general public similarly situated, and Plaintiff
3 RAYMOND JIMENEZ ("Plaintiff JIMENEZ") (collectively with Plaintiff GOUKER as
4 "Plaintiffs"), individually, and on behalf of other members of the general public
5 similarly situated and on behalf of other aggrieved employees pursuant to the
6 California Private Attorney General Act, and allege as follows:

JURISDICTION AND VENUE

8 1. This class action is brought pursuant to the California Code of Civil
9 Procedure section 382. The monetary damages and restitution sought by Plaintiffs
10 exceeds the minimal jurisdiction limits of the Superior Court and will be established
11 according to proof at trial. The "amount in controversy" for each named Plaintiff,
12 including but not limited to claims for compensatory damages, restitution, penalties,
13 wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five
14 thousand dollars (\$75,000).

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, Section 10, which grants the superior court "original
17 jurisdiction in all other causes" except those given by statute to other courts. The
18 statutes under which this action is brought do not specify any other basis for
19 jurisdiction.

20 3. This Court has jurisdiction over Defendant because, upon information and
21 belief, Defendant is a citizen of California, has sufficient minimum contacts in
22 California, or otherwise intentionally avails itself of the California market so as to
23 render the exercise of jurisdiction over it by California courts consistent with
24 traditional notions of fair play and substantial justice.

25 | 111

26 | //

27 //

28 | //

1 4. Venue is proper in this Court because, upon information and belief,
2 Defendant maintains offices, has agents, employs individuals, and/or transacts business
3 in the State of California, County of San Bernardino. The majority of acts and
4 omissions alleged herein relating to Plaintiffs and the other class members took place in
5 the State of California, including the County of San Bernardino.

PARTIES.

7 5. Plaintiff GOUKER is an individual residing in the State of California.

8 6. Plaintiff JIMENEZ is an individual residing in the State of California.

9 7. Defendant PLASTIPAK PACKAGING, INC., at all times herein
10 mentioned, was and is, upon information and belief, an employer whose employees are
11 engaged throughout the State of California, including the County of San Bernardino.

12 8. At all relevant times, Defendant PLASTIPAK PACKAGING, INC. was
13 the "employer" of Plaintiffs within the meaning of all applicable California laws and
14 statutes.

15 9. At all times herein relevant, Defendants PLASTIPAK PACKAGING,
16 INC., and DOES 1 through 100, and each of them, were the agents, partners, joint
17 venturers, joint employers, representatives, servants, employees, successors-in-interest,
18 co-conspirators and/or assigns, each of the other, and at all times relevant hereto were
19 acting within the course and scope of their authority as such agents, partners, joint
20 venturers, joint employers, representatives, servants, employees, successors, co-
21 conspirators and/or assigns, and all acts or omissions alleged herein were duly
22 committed with the ratification, knowledge, permission, encouragement, authorization
23 and/or consent of each defendant designated as a DOE herein.

24 10. The true names and capacities, whether corporate, associate, individual or
25 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs
26 who sue said defendants by such fictitious names. Plaintiffs are informed and believe,
27 and based on that information and belief allege, that each of the defendants designated
28 as a DOE is legally responsible for the events and happenings referred to in this

1 Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other
2 class members as alleged in this Complaint. Plaintiffs will seek leave of court to
3 amend this Complaint to show the true names and capacities when the same have been
4 ascertained.

5 11. Defendant PLASTIPAK PACKAGING, INC. and DOES 1 through 100
6 will hereinafter collectively be referred to as "Defendants."

7 12. Plaintiffs further allege that Defendants, directly or indirectly controlled
8 or affected the working conditions, wages, working hours, and conditions of
9 employment of Plaintiffs and the other class members and aggrieved employees so as
10 to make each of said Defendants employers and employers liable under the statutory
11 provisions set forth herein.

12 **CLASS ACTION ALLEGATIONS**

13 13. Plaintiffs bring this action on their own behalf and on behalf of all other
14 members of the general public similarly situated, and, thus, seek class certification
15 under California Code of Civil Procedure section 382.

16 14. The proposed class is defined as follows:

17 All current and former hourly-paid or non-exempt individuals employed
18 by any of the Defendants within the State of California at any time during
19 the period from May 22, 2011 to final judgment.¹

20 15. Plaintiffs reserve the right to establish subclasses as appropriate.

21 16. The class is ascertainable and there is a well-defined community of
22 interest in the litigation:

23 a. Numerosity: The class members are so numerous that joinder of all
24 class members is impracticable. The membership of the entire
25 class is unknown to Plaintiffs at this time; however, the class is
26 estimated to be greater than fifty (50) individuals and the identity

27 ¹ Due to the doctrines of class action and/or equitable tolling, this is the period covered by the present action based
28 on the filing of *Lorenz v. Plastipak Packaging, Inc., et al.*, San Bernardino Superior Court Case Number
CIVDS1507361.

of such membership is readily ascertainable by inspection of

- b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.
 - c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
 - d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
 - e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

27 17. There are common questions of law and fact as to the class members that
28 predominate over questions affecting only individual members. The following

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- 1 common questions of law or fact, among others, exist as to the members of the class:
- 2 a. Whether Defendants' failure to pay wages, without abatement or
3 reduction, in accordance with the California Labor Code, was
4 willful;
- 5 b. Whether Defendants' had a corporate policy and practice of failing
6 to pay their hourly-paid or non-exempt employees within the State
7 of California for all hours worked, missed (short, late, interrupted,
8 and/or missed altogether) meal periods and rest breaks in violation
9 of California law;
- 10 c. Whether Defendants required Plaintiffs and the other class
11 members to work over eight (8) hours per day and/or over forty
12 (40) hours per week and failed to pay the legally required overtime
13 compensation to Plaintiffs and the other class members;
- 14 d. Whether Defendants failed to use the commissions/non-
15 discretionary bonuses/non-discretionary performance pay/shift
16 differentials to calculate the regular rate of pay used to calculate the
17 overtime rate for the payment of overtime wages where Plaintiffs
18 and the other class members earned commissions/non-discretionary
19 bonuses/non-discretionary performance pay/shift differentials and
20 overtime wages in the same workweek;
- 21 e. Whether Defendants deprived Plaintiffs and the other class
22 members of meal and/or rest periods or required Plaintiffs and the
23 other class members to work during meal and/or rest periods
24 without compensation;
- 25 f. Whether Defendants failed to pay minimum wages to Plaintiffs and
26 the other class members for all hours worked;
- 27 g. Whether Defendants failed to pay all wages due to Plaintiffs and
28 the other class members within the required time upon their

discharge or resignation;

- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
 - i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
 - j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
 - k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
 - l. Whether Defendants' conduct was willful or reckless;
 - m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
 - n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
 - o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff
JIMENEZ's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law
20 under the California Labor Code that provides for a civil penalty, including unpaid
21 wages and premium wages, to be assessed and collected by the LWDA for violations of
22 the California Labor Code may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself and other current or former
24 employees pursuant to procedures outlined in California Labor Code section 2699.3.

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 20. Pursuant to PAGA, a civil action under PAGA may be brought by an
2 "aggrieved employee," who is any person that was employed by the alleged violator
3 and against whom one or more of the alleged violations was committed.

4 21. Plaintiff JIMENEZ was employed by Defendants and the alleged
5 violations were committed against them during their time of employment and they are,
6 therefore, an aggrieved employee. Plaintiffs and the other employees are "aggrieved
7 employees" as defined by California Labor Code section 2699(c) in that they are
8 current or former employees of Defendants, and one or more of the alleged violations
9 were committed against them.

10 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an
11 aggrieved employee, including Plaintiff JIMENEZ, may pursue a civil action arising
12 under PAGA after the following requirements have been met:

13 a. The aggrieved employee shall give written notice by online
14 submission (hereinafter "Employee's Notice") to the LWDA and by
15 certified mail to the employer of the specific provisions of the
16 California Labor Code alleged to have been violated, including the
17 facts and theories to support the alleged violations.

18 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to
19 the employer and the aggrieved employee by certified mail that it
20 does not intend to investigate the alleged violation within sixty (60)
21 calendar days of the postmark date of the Employee's Notice. Upon
22 receipt of the LWDA Notice, or if the LWDA Notice is not
23 provided within sixty-five (65) calendar days of the postmark date
24 of the Employee's Notice, the aggrieved employee may commence
25 a civil action pursuant to California Labor Code section 2699 to
26 recover civil penalties in addition to any other penalties to which
27 the employee may be entitled.

28 23. On January 4, 2017, Plaintiff JIMENEZ provided written notice by online

1 submission to the LWDA and by certified mail to Defendant PLASTIPAK
2 PACKAGING, INC. of the specific provisions of the California Labor Code alleged to
3 have been violated, including the facts and theories to support the alleged violations.

4 24. Therefore, the administrative prerequisites under California Labor Code
5 section 2699.3(a) to recover civil penalties, including unpaid wages and premium
6 wages per California Labor Code section 558 against Defendants, in addition to other
7 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a),
8 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been
9 satisfied.

10 **GENERAL ALLEGATIONS**

11 25. At all relevant times set forth herein, Defendants employed Plaintiffs and
12 other persons as hourly-paid or non-exempt employees within the State of California,
13 including the County of San Bernardino.

14 26. Defendants, jointly and severally, employed Plaintiff GOUKER as an
15 hourly-paid, non-exempt employee, from approximately April 2009 to approximately
16 March 25, 2014, in the State of California.

17 27. Defendants, jointly and severally, employed Plaintiff JIMENEZ as an
18 hourly-paid, non-exempt employee, from approximately February 2011 to
19 approximately June 2016, in the State of California.

20 28. Defendants hired Plaintiffs and the other class members and classified
21 them as hourly-paid or non-exempt employees, and failed to compensate them for all
22 hours worked, missed meal periods and/or rest breaks.

23 29. Defendants had the authority to hire and terminate Plaintiffs and the other
24 class members; to set work rules and conditions governing Plaintiffs' and the other
25 class members' employment; and to supervise their daily employment activities.

26 30. Defendants exercised sufficient authority over the terms and conditions of
27 Plaintiffs' and the other class members' employment for them to be joint employers of
28 Plaintiffs and the other class members.

1 31. Defendants directly hired and paid wages and benefits to Plaintiffs and the
2 other class members.

3 32. Defendants continue to employ hourly-paid or non-exempt employees
4 within the State of California.

5 33. Plaintiffs and the other class members worked over eight (8) hours in a
6 day, and/or forty (40) hours in a week during their employment with Defendants.

7 34. Plaintiffs are informed and believe, and based thereon allege, that
8 Defendants engaged in a uniform policy/practice of wage abuse against their hourly-
9 paid or non-exempt employees within the State of California. This uniform
10 policy/practice involved, *inter alia*, failing to pay them for all regular and/or overtime
11 wages earned, missed meal periods and rest breaks in violation of California law.

12 35. Plaintiffs are informed and believe, and based thereon allege, that
13 Defendants knew or should have known that Plaintiffs and the other class members
14 were entitled to receive certain wages for overtime compensation and that they were
15 not receiving wages for overtime compensation.

16 36. Plaintiffs are informed and believe, and based thereon allege, that
17 Defendants failed to use the commissions/non-discretionary bonuses/non-discretionary
18 performance pay/shift differentials to calculate the regular rate of pay used to calculate
19 the overtime rate for the payment of overtime wages where Plaintiffs and the other
20 class members earned commissions/non-discretionary bonuses/non-discretionary
21 performance pay/shift differentials and overtime wages in the same workweek.

22 37. Plaintiffs are informed and believe, and based thereon allege, that
23 Defendants failed to provide Plaintiffs and the other class members the required rest
24 and meal periods during the relevant time period as required under the Industrial
25 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
26 penalties.

27 38. Plaintiffs are informed and believe, and based thereon allege, that
28 Defendants knew or should have known that Plaintiffs and the other class members

1 were entitled to receive all meal periods or payment of one additional hour of pay at
2 Plaintiffs' and the other class member's regular rate of pay when a meal period was
3 missed, and they did not receive all meal periods or payment of one additional hour of
4 pay at Plaintiffs' and the other class member's regular rate of pay when a meal period
5 was missed.

6 39. Plaintiffs are informed and believe, and based thereon allege, that
7 Defendants knew or should have known that Plaintiffs and the other class members
8 were entitled to receive all rest periods or payment of one additional hour of pay at
9 Plaintiffs' and the other class member's regular rate of pay when a rest period was
10 missed, and they did not receive all rest periods or payment of one additional hour of
11 pay at Plaintiffs' and the other class members' regular rate of pay when a rest period
12 was missed.

13 40. Plaintiffs are informed and believe, and based thereon allege, that
14 Defendants knew or should have known that Plaintiffs and the other class members
15 were entitled to receive at least minimum wages for compensation and that they were
16 not receiving at least minimum wages for all hours worked.

17 41. Plaintiffs are informed and believe, and based thereon allege, that
18 Defendants knew or should have known that Plaintiffs and the other class members
19 were entitled to receive all wages owed to them upon discharge or resignation,
20 including overtime and minimum wages and meal and rest period premiums, and they
21 did not, in fact, receive all such wages owed to them at the time of their discharge or
22 resignation.

23 42. Plaintiffs are informed and believe, and based thereon allege, that
24 Defendants knew or should have known that Plaintiffs and the other class members
25 were entitled to receive all wages owed to them during their employment. Plaintiffs
26 and the other class members did not receive payment of all wages, including overtime
27 and minimum wages and meal and rest period premiums, within any time permissible
28 under California Labor Code section 204.

1 43. Plaintiffs are informed and believe, and based thereon allege, that
2 Defendants knew or should have known that Plaintiffs and the other class members
3 were entitled to receive complete and accurate wage statements in accordance with
4 California law, but, in fact, they did not receive complete and accurate wage statements
5 from Defendants. The deficiencies included, *inter alia*, the failure to include the total
6 number of hours worked by Plaintiffs and the other class members.

7 44. Plaintiffs are informed and believe, and based thereon allege, that
8 Defendants knew or should have known that Defendants had to keep complete and
9 accurate payroll records for Plaintiffs and the other class members in accordance with
10 California law, but, in fact, did not keep complete and accurate payroll records.

11 45. Plaintiffs are informed and believe, and based thereon allege, that
12 Defendants knew or should have known that Plaintiffs and the other class members
13 were entitled to reimbursement for necessary business-related expenses.

14 46. Plaintiffs are informed and believe, and based thereon allege, that
15 Defendants knew or should have known that they had a duty to compensate Plaintiffs
16 and the other class members pursuant to California law, and that Defendants had the
17 financial ability to pay such compensation, but willfully, knowingly, and intentionally
18 failed to do so, and falsely represented to Plaintiffs and the other class members that
19 they were properly denied wages, all in order to increase Defendants' profits.

20 47. At all material times set forth herein, Defendants failed to pay overtime
21 wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and the
22 other class members were required to work more than eight (8) hours per day and/or
23 forty (40) hours per week without overtime compensation.

24 48. At all material times set forth herein, Defendants failed to use the
25 commissions/non-discretionary bonuses/non-discretionary performance pay/shift
26 differentials to calculate the regular rate of pay used to calculate the overtime rate for
27 the payment of overtime wages where Plaintiffs and the other class members earned
28 commissions/non-discretionary bonuses/non-discretionary performance pay/shift

1 differentials and overtime wages in the same workweek.

2 49. At all material times set forth herein, Defendants failed to provide the
3 requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

4 50. At all material times set forth herein, Defendants failed to pay Plaintiffs
5 and the other class members at least minimum wages for all hours worked.

6 51. At all material times set forth herein, Defendants failed to pay Plaintiffs
7 and the other class members all wages owed to them upon discharge or resignation.

8 52. At all material times set forth herein, Defendants failed to pay Plaintiffs
9 and the other class members all wages within any time permissible under California
10 law, including, *inter alia*, California Labor Code section 204.

11 53. At all material times set forth herein, Defendants failed to provide
12 complete or accurate wage statements to Plaintiffs and the other class members.

13 54. At all material times set forth herein, Defendants failed to keep complete
14 or accurate payroll records for Plaintiffs and the other class members.

15 55. At all material times set forth herein, Defendants failed to reimburse
16 Plaintiffs and the other class members for necessary business-related expenses and
17 costs.

18 56. At all material times set forth herein, Defendants failed to properly
19 compensate Plaintiffs and the other class members pursuant to California law in order
20 to increase Defendants' profits.

21 57. California Labor Code section 218 states that nothing in Article 1 of the
22 Labor Code shall limit the right of any wage claimant to "sue directly . . . for any
23 wages or penalty due to him [or her] under this article."

24 ///

25 ///

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

4 58. Plaintiffs incorporate by reference the allegations contained in Paragraphs
5 1 through 57, and each and every part thereof with the same force and effect as though
6 fully set forth herein.

7 59. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission ("IWC") Wage Order provide that it is unlawful to employ persons
9 without compensating them at a rate of pay either time-and-one-half or two-times that
10 person's regular rate of pay, depending on the number of hours worked by the person
11 on a daily or weekly basis.

12 60. Specifically, the applicable IWC Wage Order provides that Defendants
13 are and were required to pay Plaintiffs and the other class members employed by
14 Defendants, and working more than eight (8) hours in a day or more than forty (40)
15 hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of
16 eight (8) hours in a day or more than forty (40) hours in a workweek.

17 61. The applicable IWC Wage Order further provides that Defendants are and
18 were required to pay Plaintiffs and the other class members overtime compensation at a
19 rate of two times their regular rate of pay for all hours worked in excess of twelve (12)
20 hours in a day.

21 62. California Labor Code section 510 codifies the right to overtime
22 compensation at one-and-one-half times the regular hourly rate for hours worked in
23 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
24 hours worked on the seventh day of work, and to overtime compensation at twice the
25 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in
26 excess of eight (8) hours in a day on the seventh day of work.

27 //

28 | //

1 63. During the relevant time period, Plaintiffs and the other class members
2 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
3 week.

4 64. During the relevant time period, Defendants intentionally and willfully
5 failed to pay overtime wages owed to Plaintiffs and the other class members.

6 65. Defendants' failure to pay Plaintiffs and the other class members the
7 unpaid balance of overtime compensation, as required by California laws, violates the
8 provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

9 66. Pursuant to California Labor Code section 1194, Plaintiffs and the other
10 class members are entitled to recover unpaid overtime compensation, as well as interest,
11 costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

15 67. Plaintiffs incorporate by reference the allegations contained in paragraphs
16 1 through 66, and each and every part thereof with the same force and effect as though
17 fully set forth herein.

18 68. At all relevant times, the IWC Order and California Labor Code sections
19 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'
20 employment by Defendants.

21 69. At all relevant times, California Labor Code section 226.7 provides that
22 no employer shall require an employee to work during any meal or rest period
23 mandated by an applicable order of the California IWC.

24 70. At all relevant times, the applicable IWC Wage Order and California
25 Labor Code section 512(a) provide that an employer may not require, cause or permit
26 an employee to work for a work period of more than five (5) hours per day without
27 providing the employee with a meal period of not less than thirty (30) minutes, except
28 that if the total work period per day of the employee is no more than six (6) hours, the

1 meal period may be waived by mutual consent of both the employer and employee.

2 71. At all relevant times, the applicable IWC Wage Order and California
3 Labor Code section 512(a) further provide that an employer may not require, cause or
4 permit an employee to work for a work period of more than ten (10) hours per day
5 without providing the employee with a second uninterrupted meal period of not less
6 than thirty (30) minutes, except that if the total hours worked is no more than twelve
7 (12) hours, the second meal period may be waived by mutual consent of the employer
8 and the employee only if the first meal period was not waived.

9 72. During the relevant time period, Plaintiffs and the other class members
10 who were scheduled to work for a period of time no longer than six (6) hours, and who
11 did not waive their legally-mandated meal periods by mutual consent, were required to
12 work for periods longer than five (5) hours without an uninterrupted meal period of not
13 less than thirty (30) minutes and/or rest period.

14 73. During the relevant time period, Plaintiffs and the other class members
15 who were scheduled to work for a period of time in excess of six (6) hours were
16 required to work for periods longer than five (5) hours without an uninterrupted meal
17 period of not less than thirty (30) minutes and/or rest period.

18 74. During the relevant time period, Defendants intentionally and willfully
19 required Plaintiffs and the other class members to work during meal periods and failed
20 to compensate Plaintiffs and the other class members the full meal period premium for
21 work performed during meal periods.

22 75. During the relevant time period, Defendants failed to pay Plaintiffs and
23 the other class members the full meal period premium due pursuant to California Labor
24 Code section 226.7.

25 76. Defendants' conduct violates applicable IWC Wage Order and California
26 Labor Code sections 226.7 and 512(a).

27 77. Pursuant to applicable IWC Wage Order and California Labor Code
28 section 226.7(b), Plaintiffs and the other class members are entitled to recover from

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 Defendants one additional hour of pay at the employee's regular rate of compensation
2 for each work day that the meal or rest period is not provided.

3 **THIRD CAUSE OF ACTION**

4 (Violation of California Labor Code § 226.7)

5 (Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

6 78. Plaintiffs incorporate by reference the allegations contained in paragraphs
7 1 through 77, and each and every part thereof with the same force and effect as though
8 fully set forth herein.

9 79. At all times herein set forth, the applicable IWC Wage Order and
10 California Labor Code section 226.7 were applicable to Plaintiffs' and the other class
11 members' employment by Defendants.

12 80. At all relevant times, California Labor Code section 226.7 provides that
13 no employer shall require an employee to work during any rest period mandated by an
14 applicable order of the California IWC.

15 81. At all relevant times, the applicable IWC Wage Order provides that
16 "[e]very employer shall authorize and permit all employees to take rest periods, which
17 insofar as practicable shall be in the middle of each work period" and that the "rest
18 period time shall be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
20 work time is less than three and one-half (3 ½) hours.

21 82. During the relevant time period, Defendants required Plaintiffs and other
22 class members to work four (4) or more hours without authorizing or permitting a ten
23 (10) minute rest period per each four (4) hour period worked.

24 83. During the relevant time period, Defendants willfully required Plaintiffs
25 and the other class members to work during rest periods and failed to pay Plaintiffs and
26 the other class members the full rest period premium for work performed during rest
27 periods.

28 ///

1 84. During the relevant time period, Defendants failed to pay Plaintiffs and
2 the other class members the full rest period premium due pursuant to California Labor
3 Code section 226.7

4 85. Defendants' conduct violates applicable IWC Wage Orders and California
5 Labor Code section 226.7.

6 86. Pursuant to the applicable IWC Wage Orders and California Labor Code
7 section 226.7(b), Plaintiffs and the other class members are entitled to recover from
8 Defendants one additional hour of pay at the employees' regular hourly rate of
9 compensation for each work day that the rest period was not provided.

10 FOURTH CAUSE OF ACTION

11 (Violation of California Labor Code §§ 1194, 1197, and 1197.1)

12 (Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

13 87. Plaintiffs incorporate by reference the allegations contained in paragraphs
14 1 through 86, and each and every part thereof with the same force and effect as though
15 fully set forth herein.

16 88. At all relevant times, California Labor Code sections 1194, 1197, and
17 1197.1 provide that the minimum wage to be paid to employees, and the payment of a
18 lesser wage than the minimum so fixed is unlawful.

19 89. During the relevant time period, Defendants failed to pay minimum wage
20 to Plaintiffs and the other class members as required, pursuant to California Labor
21 Code sections 1194, 1197, and 1197.1.

22 90. Defendants' failure to pay Plaintiffs and the other class members the
23 minimum wage as required violates California Labor Code sections 1194, 1197, and
24 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to
25 recover the unpaid balance of their minimum wage compensation as well as interest,
26 costs, and attorney's fees, and liquidated damages in an amount equal to the wages
27 unlawfully unpaid and interest thereon.

28 ///

1 91. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other
2 class members are entitled to recover a penalty of \$100.00 for the initial failure to
3 timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
4 pay each employee minimum wages.

5 92. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other
6 class members are entitled to recover liquidated damages in an amount equal to the
7 wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

11 93. Plaintiffs incorporate by reference the allegations contained in paragraphs
12 1 through 92, and each and every part thereof with the same force and effect as though
13 fully set forth herein.

14 94. At all relevant times herein set forth, California Labor Code sections 201
15 and 202 provide that if an employer discharges an employee, the wages earned and
16 unpaid at the time of discharge are due and payable immediately, and if an employee
17 quits his or her employment, his or her wages shall become due and payable not later
18 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)
19 hours' notice of his or her intention to quit, in which case the employee is entitled to
20 his or her wages at the time of quitting.

21 95. During the relevant time period, Defendants intentionally and willfully
22 failed to pay Plaintiffs and the other class members who are no longer employed by
23 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
24 leaving Defendants' employ.

25 96. Defendants' failure to pay Plaintiffs and the other class members who are
26 no longer employed by Defendants' their wages, earned and unpaid, within seventy-
27 two (72) hours of their leaving Defendants' employ, is in violation of California Labor
28 Code sections 201 and 202.

97. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

98. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

99. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect as though fully set forth herein.

100. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

101. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

28. 1 //

103. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

104. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

9 105. Plaintiffs incorporate by reference the allegations contained in paragraphs
10 1 through 104, and each and every part thereof with the same force and effect as though
11 fully set forth herein.

12 106. At all material times set forth herein, California Labor Code section
13 226(a) provides that every employer shall furnish each of his or her employees an
14 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
15 worked by the employee, (3) the number of piece-rate units earned and any applicable
16 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
17 all deductions made on written orders of the employee may be aggregated and shown as
18 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
19 employee is paid, (7) the name of the employee and his or her social security number,
20 (8) the name and address of the legal entity that is the employer, and (9) all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee. The deductions made from payments of
23 wages shall be recorded in ink or other indelible form, properly dated, showing the
24 month, day, and year, and a copy of the statement or a record of the deductions shall be
25 kept on file by the employer for at least three years at the place of employment or at a
26 central location within the State of California.

27 107. Defendants have intentionally and willfully failed to provide Plaintiffs and
28 the other class members with complete and accurate wage statements. The deficiencies

1 include, but are not limited to: the failure to include the total number of hours worked
2 by Plaintiffs and the other class members.

3 108. As a result of Defendants' violation of California Labor Code section
4 226(a), Plaintiffs and the other class members have suffered injury and damage to their
5 statutorily-protected rights.

6 109. More specifically, Plaintiffs and the other class members have been
7 injured by Defendants' intentional and willful violation of California Labor Code
8 section 226(a) because they were denied both their legal right to receive, and their
9 protected interest in receiving, accurate and itemized wage statements pursuant to
10 California Labor Code section 226(a).

11 110. Plaintiffs and the other class members are entitled to recover from
12 Defendants the greater of their actual damages caused by Defendants' failure to comply
13 with California Labor Code section 226(a), or an aggregate penalty not exceeding four
14 thousand dollars per employee.

15 111. Plaintiffs and the other class members are also entitled to injunctive relief
16 to ensure compliance with this section, pursuant to California Labor Code section
17 226(g).

18 **EIGHTH CAUSE OF ACTION**

19 (Violation of California Labor Code § 1174(d))

20 (Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

21 112. Plaintiffs incorporate by reference the allegations contained in paragraphs
22 1 through 111, and each and every part thereof with the same force and effect as though
23 fully set forth herein.

24 113. Pursuant to California Labor Code section 1174(d), an employer shall
25 keep, at a central location in the state or at the plants or establishments at which
26 employees are employed, payroll records showing the hours worked daily by and the
27 wages paid to, and the number of piece-rate units earned by and any applicable piece
28 rate paid to, employees employed at the respective plants or establishments. These

1 records shall be kept in accordance with rules established for this purpose by the
2 commission, but in any case shall be kept on file for not less than two years.

3 114. Defendants have intentionally and willfully failed to keep accurate and
4 complete payroll records showing the hours worked daily and the wages paid, to
5 Plaintiffs and the other class members.

6 115. As a result of Defendants' violation of California Labor Code section
7 1174(d), Plaintiffs and the other class members have suffered injury and damage to
8 their statutorily-protected rights.

9 116. More specifically, Plaintiffs and the other class members have been
10 injured by Defendants' intentional and willful violation of California Labor Code
11 section 1174(d) because they were denied both their legal right and protected interest,
12 in having available, accurate and complete payroll records pursuant to California Labor
13 Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 (Violation of California Labor Code §§ 2800 and 2802)

16 (Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

17 117. Plaintiffs incorporate by reference the allegations contained in paragraphs
18 1 through 116, and each and every part thereof with the same force and effect as though
19 fully set forth herein.

20 118. Pursuant to California Labor Code sections 2800 and 2802, an employer
21 must reimburse its employee for all necessary expenditures incurred by the employee in
22 direct consequence of the discharge of his or her job duties or in direct consequence of
23 his or her job duties or in direct consequence of his or her obedience to the directions of
24 the employer.

25 119. Plaintiffs and the other class members incurred necessary business-related
26 expenses and costs that were not fully reimbursed by Defendants.

27 120. Defendants have intentionally and willfully failed to reimburse Plaintiffs
28 and the other class members for all necessary business-related expenses and costs.

1 121. Plaintiffs and the other class members are entitled to recover from
2 Defendants their business-related expenses and costs incurred during the course and
3 scope of their employment, plus interest accrued from the date on which the employee
4 incurred the necessary expenditures at the same rate as judgments in civil actions in the
5 State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

9 122. Plaintiffs incorporate by reference the allegations contained in paragraphs
10 1 through 121, and each and every part thereof with the same force and effect as though
11 fully set forth herein.

12 123. Defendants' conduct, as alleged herein, has been, and continues to be,
13 unfair, unlawful and harmful to Plaintiffs, other class members, to the general public,
14 and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights
15 affecting the public interest within the meaning of Code of Civil Procedure section
16 1021.5.

17 124. Defendants' activities as alleged herein are violations of California law,
18 and constitute unlawful business acts and practices in violation of California Business
19 & Professions Code section 17200, et seq.

20 125. A violation of California Business & Professions Code section 17200, et
21 seq. may be predicated on the violation of any state or federal law. In this instant case,
22 Defendants' policies and practices of requiring employees, including Plaintiffs and the
23 other class members, to work overtime without paying them proper compensation
24 violate California Labor Code sections 510 and 1198. Additionally, Defendants'
25 policies and practices of requiring employees, including Plaintiffs and the other class
26 members, to work through their meal and rest periods without paying them proper
27 compensation violate California Labor Code sections 226.7 and 512(a). Defendants'
28 policies and practices of failing to pay minimum wages violate California Labor Code

1 sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
2 failing to timely pay wages to Plaintiffs and the other class members violate California
3 Labor Code sections 201, 202 and 204. Defendants also violated California Labor
4 Code sections 226(a), 1174(d), 2800 and 2802.

5 126. As a result of the herein described violations of California law,
6 Defendants unlawfully gained an unfair advantage over other businesses.

7 127. Plaintiffs and the other class members have been personally injured by
8 Defendants' unlawful business acts and practices as alleged herein, including but not
9 necessarily limited to the loss of money and/or property.

10 128. Pursuant to California Business & Professions Code sections 17200, et
11 seq., Plaintiffs and the other class members are entitled to restitution of the wages
12 withheld and retained by Defendants during a period that commences May 22, 2011²;
13 an award of attorneys' fees pursuant to California Code of Civil procedure section
14 1021.5 and other applicable laws; and an award of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 (Violation of California Labor Code §§ 2698, et seq.)

17 (Against PLASTIPAK PACKAGING, INC. and DOES 1 through 100)

18 129. Plaintiff JIMENEZ incorporates by reference the allegations contained in
19 paragraphs 1 through 128, and each and every part thereof with the same force and
20 effect as though fully set forth herein.

21 130. PAGA expressly establishes that any provision of the California Labor
22 Code which provides for a civil penalty to be assessed and collected by the LWDA, or
23 any of its departments, divisions, commissions, boards, agencies or employees for a
24 violation of the California Labor Code, may be recovered through a civil action brought
25 by an aggrieved employee on behalf of himself or herself, and other current or former
26 employees.

27 ² Due to the doctrines of class action and/or equitable tolling, this is the period covered by the present action based
28 on the filing of *Lorenz v. Plastipak Packaging, Inc., et al.*, San Bernardino Superior Court Case Number
CIVDS1507361.

1 131. Whenever the LWDA, or any of its departments, divisions, commissions,
2 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil
3 action is authorized to exercise the same discretion, subject to the same limitations and
4 conditions, to assess a civil penalty.

5 132. Plaintiff JIMENEZ and the other hourly-paid or non-exempt employees, are
6 "aggrieved employees" as defined by California Labor Code section 2699(c) in that
7 they are all current or former employees of Defendants, and one or more of the alleged
8 violations was committed against them.

Failure to Pay Overtime

10 133. Defendants' failure to pay legally required overtime wages to Plaintiff
11 JIMENEZ and the other aggrieved employees is in violation of the Wage Orders and
12 constitutes unlawful or unfair activity prohibited by California Labor Code sections
13 510 and 1198.

Failure to Provide Meal Periods

15 134. Defendants' failure to provide legally required meal periods to Plaintiff
16 JIMENEZ and the other aggrieved employees is in violation of the Wage Orders and
17 constitutes unlawful or unfair activity prohibited by California Labor Code sections
18 226.7 and 512(a).

Failure to Provide Rest Periods

20 135. Defendants' failure to provide legally required rest periods to Plaintiff
21 JIMENEZ and the other aggrieved employees is in violation of the Wage Orders and
22 constitutes unlawful or unfair activity prohibited by California Labor Code section
23 226.7.

Failure to Pay Minimum Wages

136. Defendants' failure to pay legally required minimum wages to Plaintiff
JIMENEZ and the other aggrieved employees is in violation of the Wage Orders and
constitutes unlawful or unfair activity prohibited by California Labor Code sections
1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

2 137. Defendants' failure to timely pay wages to Plaintiff JIMENEZ and the other
3 aggrieved employees upon termination in accordance with Labor Code sections 201
4 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code
5 sections 201 and 202.

Failure to Timely Pay Wages During Employment

7 138. Defendants' failure to timely pay wages to Plaintiff JIMENEZ and the other
8 aggrieved employees during employment in accordance with Labor Code section 204
9 constitutes unlawful and/or unfair activity prohibited by California Labor Code section
10 204.

Failure to Provide Complete and Accurate Wage Statements

12 139. Defendants' failure to provide complete and accurate wage statements to
13 Plaintiff JIMENEZ and the other aggrieved employees in accordance with Labor Code
14 section 226(a) constitutes unlawful and/or unfair activity prohibited by California
15 Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

17 140. Defendants' failure to keep complete and accurate payroll records relating
18 to Plaintiff JIMENEZ and the other aggrieved employees in accordance with California
19 Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by
20 California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

22 141. Defendants' failure to reimburse Plaintiff JIMENEZ and the other aggrieved
23 employees for necessary business-related expenses and costs in accordance with
24 California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair
25 activity prohibited by California Labor Code sections 2800 and 2802.

142. Pursuant to California Labor Code section 2699, Plaintiff JIMENEZ,
individually, and on behalf of all aggrieved employees, requests and is entitled to
recover from Defendants and each of them, business expenses, unpaid wages, and/or

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- 1 untimely wages according to proof, interest, attorneys' fees and costs pursuant to
2 California Labor Code section 218.5, as well as all statutory penalties against
3 Defendants, and each of them, including but not limited to:
- 4 a. Penalties under California Labor Code section 2699 in the amount of
5 a hundred dollars (\$100) for each aggrieved employee per pay
6 period for the initial violation, and two hundred dollars (\$200) for
7 each aggrieved employee per pay period for each subsequent
8 violation;
- 9 b. Penalties under California Code of Regulations Title 8 section
10 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved
11 employee per pay period for the initial violation, and one hundred
12 dollars (\$100) for each aggrieved employee per pay period for each
13 subsequent violation;
- 14 c. Penalties under California Labor Code section 210 in addition to,
15 and entirely independent and apart from, any other penalty provided
16 in the California Labor Code in the amount of a hundred dollars
17 (\$100) for each aggrieved employee per pay period for the initial
18 violation, and two hundred dollars (\$200) for each aggrieved
19 employee per pay period for each subsequent violation; and
- 20 d. Any and all additional penalties and sums as provided by the
21 California Labor Code and/or other statutes.

22 143. Pursuant to California Labor Code section 2699(i), civil penalties
23 recovered by aggrieved employees shall be distributed as follows: seventy-five percent
24 (75%) to the Labor and Workforce Development Agency for the enforcement of labor
25 laws and education of employers and employees about their rights and responsibilities
26 and twenty-five percent (25%) to the aggrieved employees.

27 ///

28 ///

1 144. Further, Plaintiff JIMENEZ are entitled to seek and recover reasonable
2 attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
3 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs Plaintiff GOUKER, individually, and on behalf of other members of
the general public similarly situated, and Plaintiff JIMENEZ, individually, and on
behalf of other members of the general public similarly situated and on behalf of other
aggrieved employees pursuant to the California Private Attorney General Act, request a
trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff GOUKER, individually, and on behalf of other
members of the general public similarly situated, and Plaintiff JIMENEZ, individually,
and on behalf of other members of the general public similarly situated and on behalf of
other aggrieved employees pursuant to the California Private Attorney General Act,
pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

- 17 1. That this action be certified as a class action;
18 2. That Plaintiffs be appointed as the representative of the Class;
19 3. That counsel for Plaintiffs be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and
21 most current/last known contact information (address, e-mail and telephone numbers)
22 of all class members.

As to the First Cause of Action

24 5. That the Court declare, adjudge and decree that Defendants violated
25 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by
26 willfully failing to pay all overtime wages due to Plaintiffs and the other class
27 members:

28 | 111

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

5 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

9 10. That the Court declare, adjudge and decree that Defendants violated
10 California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by
11 willfully failing to provide all meal periods (including second meal periods) to
12 Plaintiffs and the other class members;

13 11. That the Court make an award to Plaintiffs and the other class members of
14 one (1) hour of pay at each employee's regular rate of compensation for each workday
15 that a meal period was not provided;

16 12. For all actual, consequential, and incidental losses and damages,
17 according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(b);

19 14. For pre-judgment interest on any unpaid wages from the date such
20 amounts were due;

21 15. For reasonable attorneys' fees and costs of suit incurred herein;

16. For civil penalties pursuant to California Labor Code sections 2699(a), (f),
and (g); and

17. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated
California Labor Code section 226.7 and applicable IWC Wage Orders by willfully
failing to provide all rest periods to Plaintiffs and the other class members;

- 1 19. That the Court make an award to Plaintiffs and the other class members of
2 one (1) hour of pay at each employee's regular rate of compensation for each workday
3 that a rest period was not provided;
- 4 20. For all actual, consequential, and incidental losses and damages,
5 according to proof;
- 6 21. For premium wages pursuant to California Labor Code section 226.7(b);
7 22. For pre-judgment interest on any unpaid wages from the date such
8 amounts were due; and
- 9 23. For such other and further relief as the Court may deem just and proper.

10 As to the Fourth Cause of Action

- 11 24. That the Court declare, adjudge and decree that Defendants violated
12 California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay
13 minimum wages to Plaintiffs and the other class members;
- 14 25. For general unpaid wages and such general and special damages as may
15 be appropriate;
- 16 26. For statutory wage penalties pursuant to California Labor Code section
17 1197.1 for Plaintiffs and the other class members in the amount as may be established
18 according to proof at trial;
- 19 27. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due;
- 21 28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);
- 23 29. For liquidated damages pursuant to California Labor Code section 1194.2;
24 and
- 25 30. For such other and further relief as the Court may deem just and proper.

26 As to the Fifth Cause of Action

- 27 31. That the Court declare, adjudge and decree that Defendants violated
28 California Labor Code sections 201, 202, and 203 by willfully failing to pay all

1 compensation owed at the time of termination of the employment of Plaintiffs and the
2 other class members no longer employed by Defendants;

3 32. For all actual, consequential, and incidental losses and damages,
4 according to proof;

5 33. For statutory wage penalties pursuant to California Labor Code section
6 203 for Plaintiffs and the other class members who have left Defendants' employ;

7 34. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due; and

9 35. For such other and further relief as the Court may deem just and proper.

10 **As to the Sixth Cause of Action**

11 36. That the Court declare, adjudge and decree that Defendants violated
12 California Labor Code section 204 by willfully failing to pay all compensation owed at
13 the time required by California Labor Code section 204 to Plaintiffs and the other class
14 members;

15 37. For all actual, consequential, and incidental losses and damages,
16 according to proof;

17 38. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due; and

19 39. For such other and further relief as the Court may deem just and proper.

20 **As to the Seventh Cause of Action**

21 40. That the Court declare, adjudge and decree that Defendants violated the
22 record keeping provisions of California Labor Code section 226(a) and applicable IWC
23 Wage Orders as to Plaintiffs and the other class members, and willfully failed to
24 provide accurate itemized wage statements thereto;

25 41. For actual, consequential and incidental losses and damages, according to
26 proof;

27 42. For statutory penalties pursuant to California Labor Code section 226(e);

28 ///

43. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

3 44. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

9 46. For actual, consequential and incidental losses and damages, according to
10 proof:

47. For statutory penalties pursuant to California Labor Code section 1174.5;
and

13 48. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

15 49. That the Court declare, adjudge and decree that Defendants violated
16 California Labor Code sections 2800 and 2802 by willfully failing to reimburse
17 Plaintiffs and the other class members for all necessary business-related expenses as
18 required by California Labor Code sections 2800 and 2802;

19 50. For actual, consequential and incidental losses and damages, according to
20 proof;

51. For the imposition of civil penalties and/or statutory penalties;

22 52. For reasonable attorneys' fees and costs of suit incurred herein; and

23 53. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

25 54. That the Court decree, adjudge and decree that Defendants violated
26 California Business and Professions Code sections 17200, et seq. by failing to provide
27 Plaintiffs and the other class members all overtime compensation due to them, failing
28 to provide all meal and rest periods to Plaintiffs and the other class members, failing to

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 pay at least minimum wages to Plaintiffs and the other class members, failing to pay
2 Plaintiffs' and the other class members' wages timely as required by California Labor
3 Code section 201, 202 and 204 and by violating California Labor Code sections 226(a),
4 1174(d), 2800 and 2802.

5 55. For restitution of unpaid wages to Plaintiffs and all the other class
6 members and all pre-judgment interest from the day such amounts were due and
7 payable;

8 56. For the appointment of a receiver to receive, manage and distribute any
9 and all funds disgorged from Defendants and determined to have been wrongfully
10 acquired by Defendants as a result of violation of California Business and Professions
11 Code sections 17200, et seq.;

12 57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5;

14 58. For injunctive relief to ensure compliance with this section, pursuant to
15 California Business and Professions Code sections 17200, et seq.; and

16 59. For such other and further relief as the Court may deem just and proper.

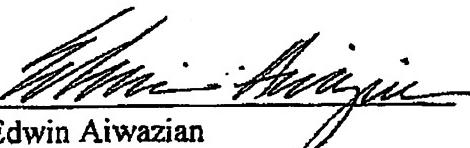
17 As to the Eleventh Cause of Action

18 60. For civil penalties and wages pursuant to California Labor Code sections
19 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California
20 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
21 1197, 1197.1, 1198, 2800 and 2802; and

22 61. For such other and further relief as the Court may deem equitable and
23 appropriate.

24 Dated: March 13, 2017

LAWYERS for JUSTICE, PC

25
26 By: 
27
28

Edwin Aiawazian
Attorneys for Plaintiffs